

EXHIBIT A
(Arnold Claims)

B 10 (Official Form 10) (12/07)

UNITED STATES BANKRUPTCY COURT Southern District of New York		PROOF OF CLAIM
Name of Debtor: LEHMAN BROTHERS HOLDING INC. et al.,		Case Number: 08-13555 (JMP)
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Kathleen Arnold and Timothy A. Cotten, Creditors		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: Kathleen Arnold and Timothy A. Cotten, Creditors 9543 North Side Drive, Owings, MD 20736 Telephone number: (410) 257-5283		
Name and address where payment should be sent (if different from above): Kathleen Arnold and Timothy A. Cotten, Creditors 9543 North Side Drive, Owings, MD 20736 Telephone number: (410) 257-5283		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>50,000,000.00</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____
2. Basis for Claim: <u>TILA, RESPA & FRAUD</u> (See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor: <u>4260</u> 3a. Debtor may have scheduled account as: <u>UNSECURED</u> (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate: % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach red orders, invoices, itemized s You may also attach a sum a security interest. You ma DO NOT SEND ORIGIN/ SCANNING. If the documents are not available, please explain:		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Date: <u>01/20/2009</u> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Kathleen Arnold Timothy A. Cotten		FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

*Arnold & Cotton
9543 Northside Dr
Durango, MD 20736*

**RETURN RECEIPT
REQUESTED**

CERTIFIED MAIL™



7008 1300 0002 3692 1921



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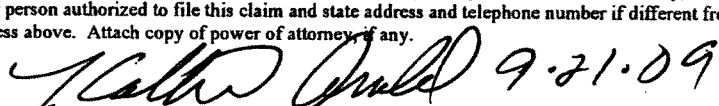
10004

U.S. POSTAGE
PAID
PRINCE FREDERICK
JAN 29, 09
AMOUNT
\$5.32
00026824-1

*U.S. Bankruptcy Court
Southern District of N.Y.
One Bowling Green
Room 534
New York, NY 10004-1408*

71000431415 0035

B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT /Southern District of New York		PROOF OF CLAIM
Name of Debtor: Lehman Brothers Holdings Inc., et al., Debtors,		Case Number: BK 11 Case No. 08-13555-JMP
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Kathleen Arnold, et al.		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: <u>01/09/2009</u>
Name and address where notices should be sent: Kathleen Arnold, et al., 9543 North Side Drive, Owings, MD 20736. Phone No. (410)-257-5283; Email-timcotten@mrjs.com		
Telephone number: _____		
Name and address where payment should be sent (if different from above): Telephone number: _____		<input checked="" type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>10,000,000.00</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		
2. Basis for Claim: <u>FRAUD, TILA & RESPA</u> (See instruction #2 on reverse side.)		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(): _____ Amount entitled to priority: \$ _____
3. Last four digits of any number by which creditor identifies debtor: <u>8615</u> 3a. Debtor may have scheduled account as: <u>Kathleen Arnold</u> (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ <u>315,000.00</u> Annual Interest Rate <u>5.870</u> % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <u>0.00</u> Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ <u>315,000.00</u>		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of orders, invoices, itemized statements of You may also attach a summary. Attach a security interest. You may also attach		
DO NOT SEND ORIGINAL DOCUMENTS FOR SCANNING. If the documents are not available, please explain:		*Amounts are subject to adjustment on 4/1/10, and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. <input type="checkbox"/> I / <input type="checkbox"/> V / <input type="checkbox"/> E FOR COURT USE ONLY SEP 22 2009
Date: <u>09/21/2009</u> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. 		

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 157.
U.S. BANKRUPTCY COURT, SDNY

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

IN RE: : Chapter 11
:
LEHMAN HOLDINGS INC. et al.,:
DEBTOR : Jointly Administered
: Under Case No. 08-13555 (JMP)
:
:
:
: POC FOR KATHLEEN ARNOLD &
: TIMOTHY A. COTTEN, CREDITORS
:
:

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000033671

PROOF OF CLAIMS

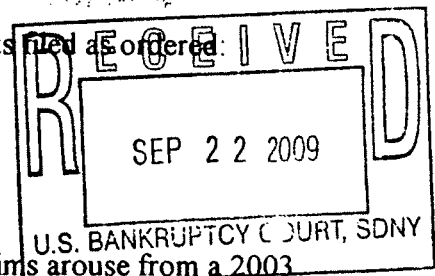
Dear Clerk of Court:

1. Enclosed, sent next day mail, please find revised Claim forms as instructed in the order for both creditors individually as also prescribed under order and as such replaces our initial proof of claim filed.
2. We further are providing support of our claims against a Lehman issued mortgage, account No. 8615, with attached Deed of Trust and other documents in support of said claims.
3. We advise the clerks office of a malfunction and error message when attempting to upload the requested proof of claims and therefore we are filing the supporting documents with our individual proof of claims enclosed.
4. Affidavit of claims are as follows with supporting documents filed as ordered:

CREDITOR CLAIMS

5. A summary of the creditors claims are as follows: These claims arise from a 2003 refinance transaction on our residential property, see Exhibits I, Deed of Trust, Lehman issued mortgage, account No. 8615.

6. Lehman Brothers Bank, FSB, with, thru and by, his employees, agents, trust and assigns, forged assignment documents, made fraudulent court affidavits, pleadings, filings and forged loan documents resulting in the production of 4....., first payment mortgage letters all containing



4 different payment amounts and conflicted payment destinations citing two different payment locations, violations of TILA, 15 U.S.C. 1638, see the attached complaint and Exhibits.

7. The debtor knowingly mislead the creditors with, through and by his agents, trust and assigns, when disclosing a conventional loan, as he did, on the face of all disclosures see, attached Exhibits and then forged loan documents changing the disclosed conventional mortgage to a payment option ARM, a loan the creditors never agreed to and thus further violated TILA, 15 U.S.C. 1638 and 1611; criminally, when mislead the creditors knowingly and intentionally not disclosing the true loan offered or providing the correct, corresponding form and notice of right to cancel, albeit, the creditors did receive a notice to cancel however that notice was for the cancellation of a conventional loan as it indicates at the top of the disclosure, see attached Exhibits.

8. Timely rescission was issued to the debtor and his agents, trust and assigns, see Exhibits attached. The debtor with, through and by his agents, trust and assigns ignored the creditors exercise of their extended right to rescission for TILA, Non-Disclosure acts that were intentional, overt acts and were criminal actions pursuant to 15 U.S.C. 1611 upon knowingly making "Misleading, Fraudulent, Non-Disclosures" and therefore violated TILA "Material Disclosure Requirements" pursuant to TILA, 15 U.S.C. 1638.

9. The mortgage and note have been voided by statutory process upon issuance of the notice and, if he disputes the validity of the consumers rescission, then the creditor must seek an injunctive action to set aside the notice of rescission and must do so in the same subscribed, 20 day period as the lender is to tender back to the consumer therefore the debtor has no secured interest in the property whatsoever because it has been negated and is questionable at best the debtor ever possessed a binding interest due to the parsing of the note and deed of trust. Moreover, the loan on which the debtor claimed to possess a secured interest in, was founded on the debtors acts of fraud with, through and by his agents, trust and assigns and therefore the contract, what the mortgage is/was a nullity at the inception and infancy of the loan origination advancing further the debtors lack of interest in the creditors property.

10. Lehman, with, through and by, his employees, agents, trust and assigns, facilitated, and aided and abetted in the theft of Arnold and Cottens equity by paying an inflated payoff statement submitted by the subsequent servicer subject to the refinancing of our home, Lehman possessed a fiduciary duty at all times to know the payoff statement being paid out of our loan proceeds was grossly over stated and was inflated and thus materially wrong therefore making all loan disclosures materially wrong for having been based on wrong sums and violated TILA further pursuant to TILA, 15 U.S.C. 1638.

11. Lehman, with, through and by his employees, agents, trust and assigns, patently made intentional, non-disclosure of the loan being offered the creditors when knowingly, in defiance of our society and its laws, maliciously engaged in TILA criminal violations pursuant to TILA, 15 U.S.C. 1611 upon entering and executing a scheme of intentional and calculated non-disclosure as is clearly evident upon the face of the Exhibits and loan documents attached hereto in support of said claims.

12. Lehman, the debtor, with, through and by his employees, agents, trust and assigns, violated the Fair Debt and Collection Practice Act and other laws when 1), holding the creditors on time, sufficiently tendered, timely/advance mortgage payments, in a suspense account, and 2) declared the mortgage account in default and 3), reported false and inaccurate payment history information and account information to credit agencies and egregiously, proceeded to have his, agents, trustees and assigns file fraudulent foreclosure actions against the creditors credit and property devoid of there being no default on which to foreclose, at any said time and, by fact, the creditors were prepaid at all times the debtor exacted said.

13. The creditors claims include punitive and enhanced damage awards to act as deterrents and other relief for aiding and abetting a fraud and other claims stated above and in the attached complaint.

14. Only an honest debtor deserves access to a fresh start, the debtor here, has been less than honest and has caused injury to the creditors.


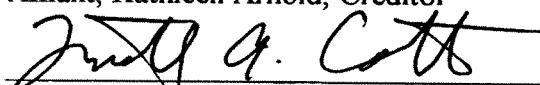
15. The creditors will rely heavily on *First Alliance* and other recent cases involving the debtor in aiding in abetting and, pattern and practice of the debtor, with, through and by his employees, agents and assigns. We feel strongly, if our case goes to trial, a jury would award a windfall judgment in our favor that would contain very steep, and strong awards to deter and discourage egregious violations of the laws and TILA.

Respectfully Submitted,

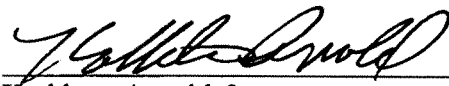
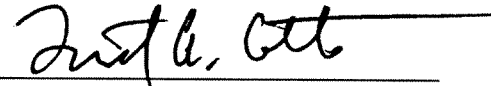
 AND 

Kathleen Arnold &
Timothy A. Cotten, Creditors
9543 North Side Drive
Owings, MD 20736
Phone: (410)-257-5283
E-mail: timcotten@mris.com

"Under penalties of perjury, we declare that we have personally prepared and read the forgoing document and that the facts stated in it are true and correct as to the best of our knowing",

 Date: September 21, 2009
Affiant, Kathleen Arnold, Creditor
 Date: 9/21/09
Affiant, Timothy A. Cotten, Creditor
September 21, 2009

Respectfully Submitted,

 AND 
Kathleen Arnold &
Timothy A. Cotten, Creditors
9543 North Side Drive
Owings, MD 20736
Phone: (410)-257-5283
E-mail: timcotten@mrisc.com


Sent on September 21, 2009 to the following, Next Day Mail to the Clerk of Courts and First Class Mail to Debtors Counsel, Weil Gotshal's:

United States Bankruptcy Court
Attn: Lehman Brothers Holdings Claims Processing
One Bowling Green
New York, NY 10004-1408

cc:

Weil, Gotshal & Manges, LLP
Attn: Lehman Team
767 Fifth Avenue
New York, NY 10153
Debtors Lawyers

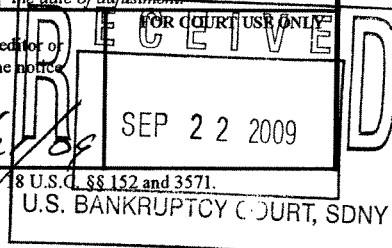
B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT /Southern District of New York		PROOF OF CLAIM
Name of Debtor: Lehman Brothers Holdings Inc., et al., Debtors,		Case Number: BK 11 Case No. 08-13555-JMP
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Timothy A. Cotten, et al.		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: 01/09/2009
Name and address where notices should be sent: Timothy A. Cotten, et al., 9543 North Side Drive, Owings, MD 20736. Phone No. (410)-257-5283; Email-timcotten@mrisc.com		
Telephone number:		
Name and address where payment should be sent (if different from above):		<input checked="" type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number:		
1. Amount of Claim as of Date Case Filed: \$ <u>10,000,000.00</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ <small>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
2. Basis for Claim: <u>FRAUD, TILA & RESPA</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u>8615</u> 3a. Debtor may have scheduled account as: <u>Timothy Cotten</u> (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ <u>315,000.00</u> Annual Interest Rate <u>5.870</u> % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <u>0.00</u> Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ <u>315,000.00</u>		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted orders, invoices, itemized statements. You may also attach a summary. Attach a security interest. You may also attach a security interest. You may also attach a security interest. DO NOT SEND ORIGINAL DOCUMENTS FOR SCANNING. If the documents are not available, please explain:		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000034313  ory notes, purchase security agreements. Section of "d" on reverse side.) YED AFTER

Date:
09/21/2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Timothy A. Cotten



Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both.

8 U.S.C. §§ 152 and 3571.

LBH (MERGE2DBF,Txnum 2,) Txnum 2 #: 4000002399***** Lehman Brothers Holdings Inc., et al., Debtor, Case
No. 08-13555(JMP) (JOINTLY ADMINISTERED)

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

IN RE: : Chapter 11
:
LEHMAN HOLDINGS INC. et al.,:
DEBTOR : Jointly Administered
: Under Case No. 08-13555 (JMP)
:
:
:
: **POC FOR KATHLEEN ARNOLD &**
: **TIMOTHY A. COTTEN, CREDITORS**
:
:

PROOF OF CLAIMS

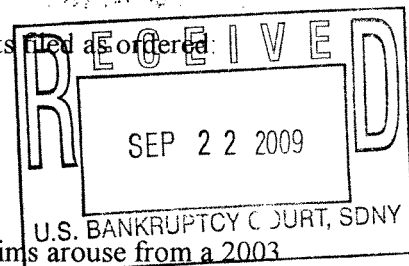
Dear Clerk of Court:

1. Enclosed, sent next day mail, please find revised Claim forms as instructed in the order for both creditors individually as also prescribed under order and as such replaces our initial proof of claim filed.
2. We further are providing support of our claims against a Lehman issued mortgage, account No. 8615, with attached Deed of Trust and other documents in support of said claims.
3. We advise the clerks office of a malfunction and error message when attempting to upload the requested proof of claims and therefore we are filing the supporting documents with our individual proof of claims enclosed.
4. Affidavit of claims are as follows with supporting documents filed as offered:

CREDITOR CLAIMS

5. A summary of the creditors claims are as follows: These claims arise from a 2003 refinance transaction on our residential property, see Exhibits I, Deed of Trust, Lehman issued mortgage, account No. 8615.

6. Lehman Brothers Bank, FSB, with, thru and by, his employees, agents, trust and assigns, forged assignment documents, made fraudulent court affidavits, pleadings, filings and forged loan documents resulting in the production of 4....., first payment mortgage letters all containing



*LBH (MERGE2DBF,Txnum 2,) Txnum 2 #: 4000002399***** Lehman Brothers Holdings Inc., et al., Debtor, Case No. 08-13555(JMP) (JOINTLY ADMINISTERED)*

4 different payment amounts and conflicted payment destinations citing two different payment locations, violations of TILA, 15 U.S.C. 1638, see the attached complaint and Exhibits.

7. The debtor knowingly mislead the creditors with, through and by his agents, trust and assigns, when disclosing a conventional loan, as he did, on the face of all disclosures see, attached Exhibits and then forged loan documents changing the disclosed conventional mortgage to a payment option ARM, a loan the creditors never agreed to and thus further violated TILA, 15 U.S.C. 1638 and 1611, criminally, when mislead the creditors knowingly and intentionally not disclosing the true loan offered or providing the correct, corresponding form and notice of right to cancel, albeit, the creditors did receive a notice to cancel however that notice was for the cancellation of a conventional loan as it indicates at the top of the disclosure, see attached Exhibits.

8. Timely rescission was issued to the debtor and his agents, trust and assigns, see Exhibits attached. The debtor with, through and by his agents, trust and assigns ignored the creditors exercise of their extended right to rescission for TILA, Non-Disclosure acts that were intentional, overt acts and were criminal actions pursuant to 15 U.S.C. 1611 upon knowingly making "Misleading, Fraudulent, Non-Disclosures" and therefore violated TILA "Material Disclosure Requirements" pursuant to TILA, 15 U.S.C. 1638.

9. The mortgage and note have been voided by statutory process upon issuance of the notice and, if he disputes the validity of the consumers rescission, then the creditor must seek an injunctive action to set aside the notice of rescission and must do so in the same subscribed, 20 day period as the lender is to tender back to the consumer therefore the debtor has no secured interest in the property whatsoever because it has been negated and is questionable at best the debtor ever possessed a binding interest due to the parsing of the note and deed of trust. Moreover, the loan on which the debtor claimed to possess a secured interest in, was founded on the debtors acts of fraud with, through and by his agents, trust and assigns and therefore the contract, what the mortgage is/was a nullity at the inception and infancy of the loan origination advancing further the debtors lack of interest in the creditors property.

10. Lehman, with, through and by, his employees, agents, trust and assigns, facilitated, and aided and abetted in the theft of Arnold and Cottens equity by paying an inflated payoff statement submitted by the subsequent servicer subject to the refinancing of our home, Lehman possessed a fiduciary duty at all times to know the payoff statement being paid out of our loan proceeds was grossly over stated and was inflated and thus materially wrong therefore making all loan disclosures materially wrong for having been based on wrong sums and violated TILA further pursuant to TILA, 15 U.S.C. 1638.

11. Lehman, with, through and by his employees, agents, trust and assigns, patently made intentional, non-disclosure of the loan being offered the creditors when knowingly, in defiance of our society and its laws, maliciously engaged in TILA criminal violations pursuant to TILA, 15 U.S.C. 1611 upon entering and executing a scheme of intentional and calculated non-disclosure as is clearly evident upon the face of the Exhibits and loan documents attached hereto in support of said claims.

LBH (MERGE2DBF,Txnum 2,) Txnum 2 #: 4000002399***** Lehman Brothers Holdings Inc., et al., Debtor, Case No. 08-13555(JMP) (JOINTLY ADMINISTERED)

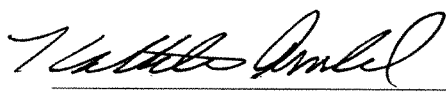

12. Lehman, the debtor, with, through and by his employees, agents, trust and assigns, violated the Fair Debt and Collection Practice Act and other laws when 1), holding the creditors on time, sufficiently tendered, timely/advance mortgage payments, in a suspense account, and 2) declared the mortgage account in default and 3), reported false and inaccurate payment history information and account information to credit agencies and egregiously, proceeded to have his, agents, trustees and assigns file fraudulent foreclosure actions against the creditors credit and property devoid of there being no default on which to foreclose, at any said time and, by fact, the creditors were prepaid at all times the debtor exacted said.

13. The creditors claims include punitive and enhanced damage awards to act as deterrents and other relief for aiding and abetting a fraud and other claims stated above and in the attached complaint.

14. Only an honest debtor deserves access to a fresh start, the debtor here, has been less than honest and has caused injury to the creditors.

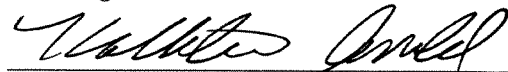
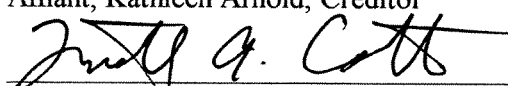
15. The creditors will rely heavily on *First Alliance* and other recent cases involving the debtor in aiding in abetting and, pattern and practice of the debtor, with, through and by his employees, agents and assigns. We feel strongly, if our case goes to trial, a jury would award a windfall judgment in our favor that would contain very steep, and strong awards to deter and discourage egregious violations of the laws and TILA.

Respectfully Submitted,

 AND 

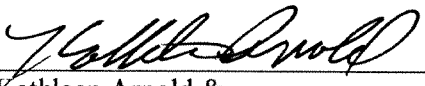
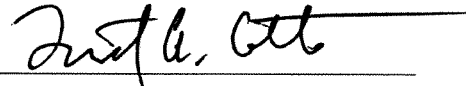
Kathleen Arnold &
Timothy A. Cotten, Creditors
9543 North Side Drive
Owings, MD 20736
Phone: (410)-257-5283
E-mail: timcotten@mrisc.com

"Under penalties of perjury, we declare that we have personally prepared and read the forgoing document and that the facts stated in it are true and correct as to the best of our knowing",

 Date: September 21, 2009
Affiant, Kathleen Arnold, Creditor
 Date: 9/21/09
Affiant, Timothy A. Cotten, Creditor
September 21, 2009

*LBH (MERGE2DBF,Txnum 2,) Txnum 2 #: 4000002399***** Lehman Brothers Holdings Inc., et al., Debtor, Case
No. 08-13555(JMP) (JOINTLY ADMINISTERED)*

Respectfully Submitted,

 AND 

Kathleen Arnold &
Timothy A. Cotten, Creditors
9543 North Side Drive
Owings, MD 20736
Phone: (410)-257-5283
E-mail: timcotten@mrjs.com

Sent on September 21, 2009 to the following, Next Day Mail to the Clerk of Courts and First
Class Mail to Debtors Counsel, Weil Gotshal's:

United States Bankruptcy Court
Attn: Lehman Brothers Holdings Claims Processing
One Bowling Green
New York, NY 10004-1408

cc:

Weil, Gotshal & Manges, LLP
Attn: Lehman Team
767 Fifth Avenue
New York, NY 10153
Debtors Lawyers